## Chris & Carolyn Benway

FILED



57 Grand Oak Rd Forestdale MA, 02644 508-725-4692

JUL 2 1 2014

July 15, 2014

JULIE A. RICHARDS, CLERK US DISTRICT COURT, EDNC BY DEP CLI

United States District Court Eastern District of North Carolina 310 New Bern Avenue P.O. Box 25670 Raleigh, North Carolina, 27601-1481

cc: Assistant U.S. Attorney Stephen A. West

## To Whom It May Concern:

Let this notice serve as claim to property seized by the Department of Homeland Security on July 15, 2014. The property in question is a blue 1984 Land Rover Defender registered to Chris J. and Carolyn J. Benway. This vehicle was purchased in good faith from Aaron Richardet at Patterson Auto Sales of Wilmington, N.C. on March 5, 2010. We cooperated fully with the forfeiture of the vehicle and will continue to cooperate. However, I do not believe this vehicle was imported illegally due to it's being over 25 years old at time of purchase and we have not seen any evidence of VIN tampering on the vehicle. Enclosed is a copy of the original purchase paperwork.

Vin: SALLDVAC7AA247548.

FPF No. 2014040100025901

Incident No. 201452008705601

Investigative Case No. B008FE13W10001

The original purchase price for the vehicle is \$11,100 and I have receipts for parts and service performed on this vehicle totaling \$23,607.74. Copies of parts and service invoices can be provided upon request. Please inform us of the disposition of this vehicle as it becomes available. We look forward to hearing from you.

Contact; Chris at chrisjbenway@gmail.com 508-725-4692 and Carolyn at cbenway1@gmail.com 508-801-6549

Signed under penalty of perjury, as provided by Supplemental Rule G(5).

Sincerely

Chris J. Benway

Carolyn J. Benway

## COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

July <u>1/5</u>, 2014

On this <u>15</u> day of July, 2014, before me, the undersigned notary public, personally appeared Christopher J. Benway and Carolyn J. Benway, who proved to me through satisfactory evidence, which was his/her Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for the stated purpose.

Notary Public

My Commission expires:

## **BILL OF SALE**

Seller:

Patterson Auto Sales, Inc.

7235 Market Street Wilmington, NC 28411

Phone: 910-392-3576 Fax: 910-395-0947

	Stock No. P247546				
Purchaser Information					
Buyer(s)					
Christopher J Benway					
Street					
57 Grand Oak Road					
City	State	Zip			
Forestdale	MA	02644			
Home Phone	Work Phone				
(508) 477-6762					

Date \_

3/5/2010

Vehicle	Information								·····	
Year	Make	Model	· · · · · · · · · · · · · · · · · · ·		Serial No.			Mileage	-	Color
1984	LANDROVER	Defender		<del></del>	SALLD	/AC7AA247	548	94,200		Blue
Purchas	se Information									
Cash Pric	; <del>0</del>			11,099.00	VSI					n.a
Total Trade Allowance		n.a.		Documentation Fee					n.a	
Taxable Amount		\$11,099.00		Total Price					\$11,100.00	
Tax Rate			n.a.		Trade-In Payoff Amount					n.a
Taxes			n.a.		Net Trade Allowance					n.a
Sub Tota	l		\$11,099.00		Cash Down Payment					n.a
License a	nd Registration Fees			\$1.00						п.а
Electronic	Electronic Registration and Titling			n.a.		Total Down Payment				n.a
Accessori	es		n.a.		Amount Financed					\$11,100.00
Miscellane	eous			n.a.						
Service C	ontract			n.a.				<del></del>		
GAP				n.a.						
Accident a	and Health Insurance			п.а.						
Credit Life Insurance		n.a.		Salesman:						
Lien			Trade-	In				-	***************************************	
Name Naw Feder	al Credit Union		Year	· · · · · · · · · · · · · · · · · · ·	Make	*****		Model	-	
Street Addre	SS		Body		Color	olor Mileage				
City Lehigh Valle	State	Zip 18003	VIN							
Phone			Gross Allowance	n.a.		Peyoff Amt	n.a.		Net Trade	n.a.
			Payoff Payo	able To:		<del></del>				-1
Tag	, , , , , , , , , , , , , , , , , , , ,		Insurance							
Tag#:			Agent: Ins. Phone							
Sticker#:			Ins. Co.:	Progressive	<del></del>	Pol. #: 47561187-				
Exp. Date:			Address: PO Box 31260 Tampa, FL 33631							

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that the Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his execution of this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions and has received a true copy of this order. Seller may retain a portion of the above amount.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.

The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller politics accurate for it any liability in

BUYER HEREBY ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS BUYER'S ORDER AND INVOICE.

BUTER'S STGNATURE

3/5/2010

Date

COBUYER'S SIGNATURE

3/5/2010

Date

3/5/2010